

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 14	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
F4161299ME005		98 OCT 01				6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL				a. NAME		b. TELEPHONE NUMBER	
						8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY 820 CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX 76311-2746 TUTTLE, KEVIN W. COMMODITIES 940 676-6246				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 00000% FOR BLOCK IS MARKED <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUS 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS <input type="checkbox"/> BLOCK IS MARKED 000 % 00 DAYS NET 30 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 510 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> REP	
15. DELIVER TO 82 CES/CEO, STOP 201 [15031 MRK FOR: F73CEO F41612 99ME005 331 MOATES AVENUE SHEPPARD AFB TX 76311-3554				16. ADMINISTERED BY  SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR CODE 00HV535 FACILITY CODE 972-988-0583  WATER & POWER TECHNOLOGIES OF TX 2125 109TH ST GRAND PRAIRIE TX 75050-1189				18a. PAYMENT WILL BE MADE BY OFAS-SA/FPV MRK FOR: F73CEO F41612 99ME005 500 MC CULLOUGH AVE SAN ANTONIO TX 78215-2100			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
<p>***** THIS CONFIRMS ORDER PLACED WITH MICHAEL ANCY ON 98 OCT 01 *****</p> <p>DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT *****</p> <p>SEE ATTACHED SCHEDULE(S) ITEMS: 1</p> <p>DELIVER TO FOB POINT BY: 99 SEP 30</p>							
25. ACCOUNTING AND APPROPRIATION DATA 5793400 309 6444 564436 03 53392 660700 AFO ID 24				26. TOTAL AWARD AMOUNT (for Govt. Use Only) 2532.60			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 and 52.212-5 ARE ATTACHED, ADDENDA 1 ARE							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 is attached ADDENDA 1 ARE							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>K. E. Slone</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE/PRINT) KEVIN E. SLONE		31c. DATE SIGNED 1 OCT 98	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				40. PAID BY			
				42a. RECEIVED BY (PRINT)			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42b. RECEIVED AT (LOCATION)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42c. DATE REC'D YY/MM/DD	
						42d. TOTAL CONTAINERS	

**WATER & POWER TECHNOLOGIES****PROJECT DESCRIPTION**

0001 SERVICES NONPERSONAL: NECESSARY SERVICES AND MATERIALS TO MAINTAIN WATER PURIFICATION SYSTEM IN BLDG 1917; IAW STATEMENT OF WORK FOR THE PERIOD OF 1 OCT 98 TO 30 SEP 99.

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AA	Salt Pellets, As Required	5	EA	\$ 12.50	\$ 62.50
0001AB	Prefilters 4 Filters/Nov-Mar-Jul	12	EA	\$ 8.00	\$ 96.00
0001AC	Model 2951 Exchange Nov-Mar-Jul	3	EA	\$ 105.00	\$ 315.00
0001AD	Model 2952 Exchange Nov-Mar-Jul	3	EA	\$ 130.00	\$ 390.00
0001AE	Model 2991 Exchange Nov-Mar-Jul	3	EA	\$ 250.00	\$ 750.00
0001AF	SC American Ultraviolet Lamp Exchange, Nov	1	EA	\$ 86.00	\$ 86.00
0001AG	Model LBMPC Kit/ Jul	1	EA	\$ 443.00	\$ 443.00
0001AH	System Check	3	EA	\$ 90.00	\$ 270.00
0001AI	Service Call	2	EA	\$ 60.00	\$ 120.00

CONTRACT SHALL INVOICE MONTHLY FOR ONLY THOSE SERVICES PROVIDED FOR THAT MONTH.

TOTAL FOR BASIC YEAR \$ 2,532.60

**WATER & POWER TECHNOLOGIES****PROJECT DESCRIPTION**

1001 SERVICES NONPERSONAL: NECESSARY SERVICES AND MATERIALS TO MAINTAIN WATER PURIFICATION SYSTEM IN BLDG 1917; IAW STATEMENT OF WORK FOR THE PERIOD OF 1 OCT 99 TO 30 SEP 2000.

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1001AA	Salt Pellets, As Required	5	EA	\$ 12.50	\$ 62.50
1001AB	Prefilters 4 Filters/Nov-Mar-Jul	12	EA	\$ 8.00	\$ 96.00
1001AC	Model 2951 Exchange Nov-Mar-Jul	3	EA	\$ 105.00	\$ 315.00
1001AD	Model 2952 Exchange Nov-Mar-Jul	3	EA	\$ 130.00	\$ 390.00
1001AE	Model 2991 Exchange Nov-Mar-Jul	3	EA	\$ 250.00	\$ 750.00
1001AF	SC American Ultraviolet Lamp Exchange, Nov	1	EA	\$ 86.00	\$ 86.00
1001AG	Model LBMPC Kit/ Jul	1	EA	\$ 443.00	\$ 443.00
1001AH	System Check	3	EA	\$ 90.00	\$ 270.00
1001AI	Service Call	2	EA	\$ 60.00	\$ 120.00

CONTRACT SHALL INVOICE MONTHLY FOR ONLY THOSE SERVICES PROVIDED FOR THAT MONTH.

TOTAL FOR BASIC YEAR  
PLUS OPTION YEAR ONE \$ 5,065.20

## WATER &amp; POWER TECHNOLOGIES

PROJECT DESCRIPTION

2001 SERVICES NONPERSONAL: NECESSARY SERVICES AND MATERIALS TO MAINTAIN WATER PURIFICATION SYSTEM IN BLDG 1917; IAW STATEMENT OF WORK FOR THE PERIOD OF 1 OCT 2000 TO 30 SEP 2001.

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
2001AA	Salt Pellets, As Required	5	EA	\$ 13.50	\$ 67.50
2001AB	Prefilters 4 Filters/Nov-Mar-Jul	12	EA	\$ 10.00	\$ 120.00
2001AC	Model 2951 Exchange Nov-Mar-Jul	3	EA	\$ 110.00	\$ 330.00
2001AD	Model 2952 Exchange Nov-Mar-Jul	3	EA	\$ 135.00	\$ 405.00
2001AE	Model 2991 Exchange Nov-Mar-Jul	3	EA	\$ 255.00	\$ 765.00
2001AF	SC American Ultraviolet Lamp Exchange, Nov	1	EA	\$ 87.50	\$ 87.50
2001AG	Model LBMPC Kit/ Jul	1	EA	\$ 445.00	\$ 445.00
2001AH	System Check	3	EA	\$ 90.00	\$ 270.00
2001AI	Service Call	2	EA	\$ 60.00	\$ 120.00

CONTRACT SHALL INVOICE MONTHLY FOR ONLY THOSE SERVICES PROVIDED FOR THAT MONTH.

TOTAL FOR BASIC YEAR PLUS  
OPTION YEARS ONE & TWO \$ 7,675.20

2615.00

## WATER &amp; POWER TECHNOLOGIES

PROJECT DESCRIPTION

3001 SERVICES NONPERSONAL: NECESSARY SERVICES AND MATERIALS TO MAINTAIN WATER PURIFICATION SYSTEM IN BLDG 1917; IAW STATEMENT OF WORK FOR THE PERIOD OF 1 OCT 2001 TO 30 SEP 2002.

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
3001AA	Salt Pellets, As Required	5	EA	\$ 13.50	\$ 67.50
3001AB	Prefilters 4 Filters/Nov-Mar-Jul	12	EA	\$ 10.00	\$ 120.00
3001AC	Model 2951 Exchange Nov-Mar-Jul	3	EA	\$ 110.00	\$ 330.00
3001AD	Model 2952 Exchange Nov-Mar-Jul	3	EA	\$ 135.00	\$ 405.00
3001AE	Model 2991 Exchange Nov-Mar-Jul	3	EA	\$ 255.00	\$ 765.00
3001AF	SC American Ultraviolet Lamp Exchange, Nov	1	EA	\$ 87.50	\$ 87.50
3001AG	Model LBMPC Kit/ Jul	1	EA	\$ 445.00	\$ 445.00
3001AH	System Check	3	EA	\$ 90.00	\$ 270.00
3001AI	Service Call	2	EA	\$ 60.00	\$ 120.00

CONTRACT SHALL INVOICE MONTHLY FOR ONLY THOSE SERVICES PROVIDED FOR THAT MONTH.

TOTAL FOR BASIC YEAR PLUS  
OPTION YEARS ONE, TWO & THREE \$ 10,285.20

**WATER & POWER TECHNOLOGIES****PROJECT DESCRIPTION**

4001 SERVICES NONPERSONAL: NECESSARY SERVICES AND MATERIALS TO MAINTAIN WATER PURIFICATION SYSTEM IN BLDG 1917; IAW STATEMENT OF WORK FOR THE PERIOD OF 1 OCT 2002 TO 30 SEP 2003.

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
4001AA	Salt Pellets, As Required	5	EA	\$ 14.00	\$ 70.00
4001AB	Prefilters 4 Filters/Nov-Mar-Jul	12	EA	\$ 12.00	\$ 144.00
4001AC	Model 2951 Exchange Nov-Mar-Jul	3	EA	\$ 110.00	\$ 330.00
4001AD	Model 2952 Exchange Nov-Mar-Jul	3	EA	\$ 135.00	\$ 405.00
4001AE	Model 2991 Exchange Nov-Mar-Jul	3	EA	\$ 255.00	\$ 765.00
4001AF	SC American Ultraviolet Lamp Exchange, Nov	1	EA	\$ 91.00	\$ 91.00
4001AG	Model LBMPC Kit/ Jul	1	EA	\$ 455.00	\$ 455.00
4001AH	System Check	3	EA	\$ 100.00	\$ 300.00
4001AI	Service Call	2	EA	\$ 65.00	\$ 130.00

CONTRACT SHALL INVOICE MONTHLY FOR ONLY THOSE SERVICES PROVIDED FOR THAT MONTH.

TOTAL FOR BASIC YEAR PLUS  
ALL FOUR OPTION YEARS \$ 12,975.20

2197

**CONTRACT NO. F41612-99-ME005**

**PAGE 7 OF 14  
W/ 2 ATTACHMENTS**

**PURCHASE REQUEST NUMBER: F73CEO-81755400**

**CONTRACT START DATE: 01 OCT 98**

**CONTRACT COMPLETION DATE: 30 SEP 99**

**GOVERNMENT PROJECT MANAGER: MS. CAROL JONES, (940)-676-5673**

# CONTRACT CLAUSES FOR SIMPLIFIED ACQUISITION PROCEDURES COMMERCIAL

The following Contract Clauses/Provisions are hereby made a part of this contract.

## APPLICABLE IF MARKED (CLAUSES)

52.252-2                      CLAUSES INCORPORATED BY                      (JUN 1988)  
REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>    </u> 52.207-5	OPTION TO PURCHASE EQUIPMENT	(FEB 1995)
<u>    </u> 52.208-4	VEHICLE LEASE PAYMENTS	(APR 1984)
<u>    </u> 52.208-5	CONDITION OF LEASED VEHICLES	(APR 1984)
<u>    </u> 52.208-6	MARKING OF LEASED VEHICLES	(APR 1984)
<u>    </u> 52.208-7	TAGGING OF LEASED VEHICLES	(MAY 1986)
<u>    </u> 52.208-9	CONTRACTOR USE OF MANDATORY	(MAR 1996)
	SOURCES OF SUPPLY	
<u>  X  </u> 52.212-4	CONTRACT TERMS AND CONDITIONS	(APR 1998)
	-COMMERCIAL ITEMS	

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in

writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the



cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract

terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to

the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

X 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS –  
COMMERCIAL ITEMS ([OCT] 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O.11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

     (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).

     (2) [Reserved]

X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns

(15 U.S.C.637 (d)(2) and (3)).

\_\_\_ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C.637 (d)(4)).

\_\_\_ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C.637(a)(14)).

\_\_\_ [(6) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.]

\_\_\_ ([7]) 52.222-26, Equal Opportunity (E.O.11246).

\_\_\_ ([8]) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

\_\_\_ ([9]) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).

\_\_\_ ([10]) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

\_\_\_ ([11]) 52.225-3, Buy American Act -- Supplies (41 U.S.C.10).

\_\_\_ ([12]) 52.225-9, Buy American Act -- Trade Agreements Act -- Balance of Payments Program (41 U.S.C.10, 19 U.S.C.2501-2582).

\_\_\_ ([13]) [Reserved]

\_\_\_ ([14]) 52.225-18, European Union Sanction for End Products (E.O.12849).

\_\_\_ ([15]) 52.225-19, European Union Sanction for Services (E.O.12849).

\_\_\_ ([16])

\_\_\_ (i) 52.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program (41 U.S.C 10, Pub.L.103-187).

\_\_\_ (ii) Alternate I of 52.225-21.

\_\_\_ ([17]) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).

\_\_\_ ([18]) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351,

et seq.).

Employee Class  
Water Treatment Plant Operator

Monetary Wage- Fringe Benefits  
\$12.79 + 29.55%

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO ([OCT] 1998)  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE  
TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS

clauses which, if checked, is included in this contract by reference to implement provisions of law or

Executive Orders applicable to acquisitions of commercial items or components.

- \_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- \_\_\_ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- \_\_\_ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- \_\_\_ 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (\_\_\_ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- \_\_\_ 252.225-7014 Preference for Domestic Specialty metals, Alternate I (10 U.S.C. 2241 note).
- \_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- \_\_\_ 252.225-7021 Trade Agreements (\_\_\_ Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- \_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- \_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- \_\_\_ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- \_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (\_\_\_ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- \_\_\_ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- \_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- \_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).
- \_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

___ 52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	(JUL 1996)
___ 52.222-3	CONVICT LABOR	(AUG 1996)
___ 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	(JAN 1997)
___ 52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION	(MAR 1997)
___ 52.223-6	DRUG FREE WORKPLACE	(JAN 1997)
___ 52.223-10	WASTE REDUCTION PROGRAM	(OCT 1997)
___ 52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	(MAY 1995)
___ 52.224-1	PRIVACY ACT NOTIFICATION	(APR 1984)
___ 52.224-2	PRIVACY ACT	(APR 1984)
___ 52.228-8	LIABILITY AND INSURANCE --LEASED MOTOR VEHICLES	(JAN 1997)
___ 52.232-11	EXTRAS	(APR 1984)
___ 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	(APR 1984)
___ 52.245-2	GOVERNMENT PROPERTY(FIXED PRICE CONTRACTS)	(DEC 1989)
___ 52.245-9	USE AND CHARGES	(APR 1984)
___ 52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	(APR 1984)
___ 52.246-4	INSPECTION OF SERVICES--FIXED PRICE	(AUG 1996)
___ 52.247-24	ADVANCE NOTIFICATION BY THE GOVERNMENT	(APR 1984)
___ 52.247-25	GOVERNMENT FURNISHED EQUIPMENT WITH OR WITHOUT OPERATORS	(APR 1984)

X 52.217-8 OPTION TO EXTEND SERVICES

(AUG 1989)

X 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(MAR 1989)

(a) 60 DAYS

(c) 3 YRS

WAGE DETERMINATION NO: 94-2525 REV (10) AREA: TX,WICHITA FALLS

WAGE DETERMINATION NO: 94-2525 REV (10) AREA: TX,WICHITA FALLS

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

REGISTER OF WAGE DETERMINATION UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	Washington, D.C. 20210

	Wage Determination No.: 94-2525
Division of	Wage Determinations
	Date of Last Revision: 06/01/1998

State): Oklahoma, Texas	
Areas: Oklahoma COUNTIES OF Comanche, Cotton, Greer, Harmon, Jackson,	
Jefferson, Kiowa, Stephens, Tillman	
Texas COUNTIES OF Archer, Baylor, Clay, Wichita, Wilbarger	

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 7.43
01012 Accounting Clerk II	\$ 8.38
01013 Accounting Clerk III	\$ 9.41
01014 Accounting Clerk IV	\$ 10.53
01030 Court Reporter	\$ 11.24
01050 Dispatcher, Motor Vehicle	\$ 8.99
01060 Document Preparation Clerk	\$ 7.73
01070 Messenger (Courier)	\$ 9.77
01090 Duplicating Machine Operator	\$ 7.73
01110 Film/Tape Librarian	\$ 9.98
01115 General Clerk I	\$ 6.34
01116 General Clerk II	\$ 7.12
01117 General Clerk III	\$ 7.73
01118 General Clerk IV	\$ 8.68
01120 Housing Referral Assistant	\$ 12.57
01131 Key Entry Operator I	\$ 6.32
01132 Key Entry Operator II	\$ 7.55
01191 Order Clerk I	\$ 8.95
01192 Order Clerk II	\$ 9.77
01261 Personnel Assistant (Employment) I	\$ 8.89
01262 Personnel Assistant (Employment) II	\$ 9.98
01263 Personnel Assistant (Employment) III	\$ 11.24
01264 Personnel Assistant (Employment) IV	\$ 12.57
01270 Production Control Clerk	\$ 12.57
01290 Rental Clerk	\$ 9.98
01300 Scheduler, Maintenance	\$ 9.68
01311 Secretary I	\$ 9.98
01312 Secretary II	\$ 11.24
01313 Secretary III	\$ 13.78
01314 Secretary IV	\$ 14.01

01315 Secretary V	\$ 14.82
01320 Service Order Dispatcher	\$ 9.26
01341 Stenographer I	\$ 10.59
01342 Stenographer II	\$ 11.23
01400 Supply Technician	\$ 14.01
01420 Survey Worker (Interviewer)	\$ 11.24
01460 Switchboard Operator-Receptionist	\$ 6.80
01510 Test Examiner	\$ 11.24
01520 Test Proctor	\$ 11.24
01531 Travel Clerk I	\$ 6.59
01532 Travel Clerk II	\$ 7.01
01533 Travel Clerk III	\$ 7.36
01611 Word Processor I	\$ 7.73
01612 Word Processor II	\$ 8.68
01613 Word Processor III	\$ 9.77

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 9.43
03041 Computer Operator I	\$ 8.52
03042 Computer Operator II	\$ 9.53
03043 Computer Operator III	\$ 10.98
03044 Computer Operator IV	\$ 14.39
03045 Computer Operator V	\$ 15.97
03071 Computer Programmer I 1/	\$ 11.62
03072 Computer Programmer II 1/	\$ 14.11
03073 Computer Programmer III 1/	\$ 17.27
03074 Computer Programmer IV 1/	\$ 19.00
03101 Computer Systems Analyst I 1/	\$ 14.39
03102 Computer Systems Analyst II 1/	\$ 17.96
03103 Computer Systems Analyst III 1/	\$ 19.38
03160 Peripheral Equipment Operator	\$ 9.43

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 16.20
05010 Automotive Glass Installer	\$ 14.54
05040 Automotive Worker	\$ 14.54
05070 Electrician, Automotive	\$ 15.35
05100 Mobile Equipment Servicer	\$ 12.90
05130 Motor Equipment Metal Mechanic	\$ 16.20
05160 Motor Equipment Metal Worker	\$ 14.54
05190 Motor Vehicle Mechanic	\$ 16.20
05220 Motor Vehicle Mechanic Helper	\$ 12.05
05250 Motor Vehicle Upholstery Worker	\$ 13.70
05280 Motor Vehicle Wrecker	\$ 14.54
05310 Painter, Automotive	\$ 15.35
05340 Radiator Repair Specialist	\$ 14.54
05370 Tire Repairer	\$ 12.90
05400 Transmission Repair Specialist	\$ 16.20

Food Preparation and Service Occupations:

07010 Baker	\$ 10.14
07041 Cook I	\$ 9.00
07042 Cook II	\$ 10.14
07070 Dishwasher	\$ 6.72



07100 Food Service Worker (Cafeteria Worker)	\$ 6.72
07130 Meat Cutter	\$ 10.14
07250 Waiter/Waitress	\$ 7.29

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 15.35
09040 Furniture Handler	\$ 11.04
09070 Furniture Refinisher	\$ 15.35
09100 Furniture Refinisher Helper	\$ 12.05
09110 Furniture Repairer, Minor	\$ 13.70
09130 Upholsterer	\$ 15.35

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 6.72
11060 Elevator Operator	\$ 6.72
11090 Gardener	\$ 8.04
11121 Housekeeping Aide I	\$ 6.23
11122 Housekeeping Aide II	\$ 6.87
11150 Janitor	\$ 6.72
11210 Laborer, Grounds Maintenance	\$ 7.29
11240 Maid or Houseman	\$ 6.23
11270 Pest Controller	\$ 9.56
11300 Refuse Collector	\$ 6.72
11330 Tractor Operator	\$ 8.41
11360 Window Cleaner	\$ 7.29

Health Occupations:

12020 Dental Assistant	\$ 9.33
12040 Emergency Medical Technician / Paramedic Ambulance Driver	\$ 9.94
12071 Licensed Practical Nurse I	\$ 7.43
12072 Licensed Practical Nurse II	\$ 8.34
12073 Licensed Practical Nurse III	\$ 9.33
12100 Medical Assistant	\$ 8.34
12130 Medical Laboratory Technician	\$ 8.34
12160 Medical Record Clerk	\$ 8.34
12190 Medical Record Technician	\$ 11.56
12221 Nursing Assistant I	\$ 6.06
12222 Nursing Assistant II	\$ 6.81
12223 Nursing Assistant III	\$ 7.43
12224 Nursing Assistant IV	\$ 8.34
12250 Pharmacy Technician	\$ 10.40
12280 Phlebotomist	\$ 8.34
12311 Registered Nurse I	\$ 11.56
12312 Registered Nurse II	\$ 14.14
12313 Registered Nurse II, Specialist	\$ 14.14
12314 Registered Nurse III	\$ 17.10
12315 Registered Nurse III, Anesthetist	\$ 17.10
12316 Registered Nurse IV	\$ 20.50

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 14.01
13011 Exhibits Specialist I	\$ 12.97
13012 Exhibits Specialist II	\$ 14.49

13013 Exhibits Specialist III	\$ 17.72
13041 Illustrator I	\$ 12.97
13042 Illustrator II	\$ 14.49
13043 Illustrator III	\$ 17.72
13047 Librarian	\$ 14.82
13050 Library Technician	\$ 11.24
13071 Photographer I	\$ 11.77
13072 Photographer II	\$ 13.23
13073 Photographer III	\$ 14.77
13074 Photographer IV	\$ 17.72
13075 Photographer V	\$ 21.45

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 5.15
15030 Counter Attendant	\$ 5.15
15040 Dry Cleaner	\$ 6.54
15070 Finisher, Flatwork, Machine	\$ 5.15
15090 Presser, Hand	\$ 5.15
15100 Presser, Machine, Drycleaning	\$ 5.15
15130 Presser, Machine, Shirts	\$ 5.15
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.15
15190 Sewing Machine Operator	\$ 6.94
15220 Tailor	\$ 7.34
15250 Washer, Machine	\$ 5.56

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 15.35
19040 Tool and Die Maker	\$ 21.47

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 12.90
21020 Material Coordinator	\$ 11.30
21030 Material Expediter	\$ 11.30
21040 Material Handling Laborer	\$ 8.72
21050 Order Filler	\$ 9.41
21071 Forklift Operator	\$ 12.94
21080 Production Line Worker (Food Processing)	\$ 9.94
21100 Shipping/Receiving Clerk	\$ 9.32
21130 Shipping Packer	\$ 9.32
21140 Store Worker I	\$ 7.60
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 9.27
21210 Tools and Parts Attendant	\$ 11.04
21400 Warehouse Specialist	\$ 9.94

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 16.20
23040 Aircraft Mechanic Helper	\$ 12.05
23050 Aircraft Quality Control Inspector	\$ 18.16
23060 Aircraft Servicer	\$ 13.70
23070 Aircraft Worker	\$ 14.54
23100 Appliance Mechanic	\$ 15.35
23120 Bicycle Repairer	\$ 12.90
23125 Cable Splicer	\$ 16.20

23130	Carpenter, Maintenance	\$ 15.35
23140	Carper Layer	\$ 14.54
23160	Electrician, Maintenance	\$ 18.68
23181	Electronics Technician, Maintenance I	\$ 15.54
23182	Electronics Technician, Maintenance II	\$ 16.36
23183	Electronics Technician, Maintenance III	\$ 17.34
23260	Fabric Worker	\$ 13.70
23290	Fire Alarm System Mechanic	\$ 16.20
23310	Fire Extinguisher Repairer	\$ 12.90
23340	Fuel Distribution System Mechanic	\$ 16.20
23370	General Maintenance Worker	\$ 14.54
23400	Heating, Refrigeration and Air-Conditioning Mechanic	\$ 16.20
23430	Heavy Equipment Mechanic	\$ 16.20
23440	Heavy Equipment Operator	\$ 15.02
23460	Instrument Mechanic	\$ 16.20
23470	Laborer	\$ 9.50
23500	Locksmith	\$ 15.35
23530	Machinery Maintenance Mechanic	\$ 16.20
23550	Machinist, Maintenance	\$ 16.40
23580	Maintenance Trades Helper	\$ 12.05
23640	Millwright	\$ 16.20
23700	Office Appliance Repairer	\$ 15.35
23740	Painter, Aircraft	\$ 15.35
23760	Painter, Maintenance	\$ 15.35
23790	Pipefitter, Maintenance	\$ 16.20
23800	Plumber, Maintenance	\$ 15.35
23820	Pneudraulic Systems Mechanic	\$ 16.20
23850	Rigger	\$ 16.20
23870	Scale Mechanic	\$ 14.54
23890	Sheet-Metal Worker, Maintenance	\$ 16.20
23910	Small Engine Mechanic	\$ 14.54
23930	Telecommunications Mechanic I	\$ 16.20
23931	Telecommunications Mechanic II	\$ 17.01
23950	Telephone Lineman	\$ 16.20
23960	Welder, Combination, Maintenance	\$ 16.20
23965	Well Driller	\$ 16.20
23970	Woodcraft Worker	\$ 16.20
23980	Woodworker	\$ 12.90

Personal Needs Occupations:

24570	Child Care Attendant	\$ 7.63
24580	Child Care Center Clerk	\$ 9.52
24600	Chore Aide	\$ 6.23
24630	Homemaker	\$ 10.61

Plant and System Operation Occupations:

25010	Boiler Tender	\$ 16.20
25040	Sewage Plant Operator	\$ 15.35
25070	Stationary Engineer	\$ 16.20
25190	Ventilation Equipment Tender	\$ 12.05
25210	Water Treatment Plant Operator	\$ 15.35

Protective Service Occupations:

27004	Alarm Monitor	\$ 8.38
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27010 Court Security Officer	\$ 11.06
27040 Detention Officer	\$ 11.06
27070 Firefighter	\$ 10.18
27101 Guard I	\$ 6.51
27102 Guard II	\$ 9.13
27130 Police Officer	\$ 12.90

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 11.99
28020 Hatch Tender	\$ 11.99
28030 Line Handler	\$ 11.99
28040 Stevedore I	\$ 11.30
28050 Stevedore II	\$ 12.66

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 22.24
29011 Air Traffic Control Specialist, Station 2/	\$ 15.34
29012 Air Traffic Control Specialist, Terminal 2/	\$ 16.89
29023 Archeological Technician I	\$ 10.45
29024 Archeological Technician II	\$ 11.69
29025 Archeological Technician III	\$ 14.49
29030 Cartographic Technician	\$ 14.49
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 14.39
29040 Civil Engineering Technician	\$ 14.49
29061 Drafter I	\$ 9.31
29062 Drafter II	\$ 11.54
29063 Drafter III	\$ 12.97
29064 Drafter IV	\$ 14.49
29081 Engineering Technician I	\$ 9.31
29082 Engineering Technician II	\$ 11.54
29083 Engineering Technician III	\$ 12.97
29084 Engineering Technician IV	\$ 14.49
29085 Engineering Technician V	\$ 17.72
29086 Engineering Technician VI	\$ 21.45
29090 Environmental Technician	\$ 14.39
29100 Flight Simulator/Instructor (Pilot)	\$ 17.96
29150 Graphic Artist	\$ 14.39
29160 Instructor	\$ 14.39
29210 Laboratory Technician	\$ 11.21
29240 Mathematical Technician	\$ 14.49
29361 Paralegal/Legal Assistant I	\$ 11.24
29362 Paralegal/Legal Assistant II	\$ 14.01
29363 Paralegal/Legal Assistant III	\$ 17.14
29364 Paralegal/Legal Assistant IV	\$ 20.72
29390 Photooptics Technician	\$ 14.49
29480 Technical Writer	\$ 19.00
29491 Unexploded Ordnance Technician I	\$ 14.14
29492 Unexploded Ordnance Technician II	\$ 17.10
29493 Unexploded Ordnance Technician III	\$ 20.50
29494 Unexploded Safety Escort	\$ 14.14
29495 Unexploded Sweep Personnel	\$ 14.14
29620 Weather Observer, Senior 3/	\$ 12.20
29621 Weather Observer, Combined Upper Air and Surface Programs 3/	\$ 10.98
29622 Weather Observer, Upper Air 3/	\$ 10.98

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 10.50
31260 Parking and Lot Attendant	\$ 9.94
31290 Shuttle Bus Driver	\$ 9.94
31300 Taxi Driver	\$ 9.29
31361 Truckdriver, Light Truck	\$ 9.94
31362 Truckdriver, Medium Truck	\$ 10.50
31363 Truckdriver, Heavy Truck	\$ 11.17
31364 Truckdriver, Tractor-Trailer	\$ 11.17

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 7.84
99030 Cashier	\$ 6.26
99041 Carnival Equipment Operator	\$ 8.41
99042 Carnival Equipment Repairer	\$ 9.00
99043 Carnival Worker	\$ 6.72
99050 Desk Clerk	\$ 7.62
99095 Embalmer	\$ 14.14
99300 Lifeguard	\$ 6.80
99310 Mortician	\$ 14.14
99350 Park Attendant (Aide)	\$ 8.57
99400 Photofinishing Worker (Photo Lab Technician, Dark Room Tech)	\$ 6.80
99500 Recreation Specialist	\$ 10.58
99510 Recycling Worker	\$ 8.41
99610 Sales Clerk	\$ 6.80
99620 School Crossing Guard (Crosswalk Attendant)	\$ 6.72
99630 Sports Official	\$ 6.80
99658 Survey Party Chief (Chief of Party)	\$ 12.76
99659 Surveying Technician (Instr. Person; Surveyor Asst., Instr.)	\$ 11.73
99660 Surveying Aide	\$ 8.57
99690 Swimming Pool Operator	\$ 9.46
99720 Vending Machine Attendant	\$ 8.41
99730 Vending Machine Repairer	\$ 10.14
99740 Vending Machine Repairer Helper	\$ 8.41

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\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\*

HEALTH & WELFARE: \$1.39 per hour or \$55.60 per week or \$240.93 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving

Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves,

modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act

Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.